

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

Dawn White,

Plaintiff,

- vs. -

Intercontinental Capital Group, Inc.,

Defendant.

DOCKET NO. 22-CV-4080  
(GRB)(LGD)

**DEFAULT JUDGMENT**

Having reviewed all of the moving papers, I hereby find as follows:

***Service of Process and Default***

- ☒ The record reflects that proper service was made on defendant. Docket Entry ("DE") 13-2
- ☒ According to the record, no answer, motion or other appearance was filed on behalf of defendant.
- ☒ The Clerk has properly entered notation of default pursuant to Fed. R. Civ. P. 55(a).

***Liability***

Defendant's default constitutes "an admission of all well-pleaded allegations against the defaulting party." *Vermont Teddy Bear Co. v. 1-800 BEARGRAM Co.*, 373 F.3d 241, 244 (2<sup>nd</sup> Cir. 2004). Nevertheless, the Court is "required to determine whether the [plaintiffs'] allegations establish [defendant]'s liability as a matter of law." *Finkel v. Romanowicz*, 577 F.3d 79, 85 (2<sup>nd</sup> Cir. 2009). Based upon examination of the complaint and motion papers, I find that plaintiffs have demonstrated that the uncontroverted allegations, without more, establish the defendant's liability on the following cause(s) of action:

Count 1: Failure to pay overtime, in violation of the Fair Labor Standards Act, 29 U.S.C. § 207(a)(1).

Count 2: Retaliation — in the form of termination — for exercising plaintiff's rights under the Family and Medical Leave Act, 29 U.S.C. § 2615.

DE: 13-1, 14

## ***Damages***

Based upon a review of affidavits and other documentary evidence, *see Transatl. Marine Claims Agency, Inc. v. Ace Shipping Corp.*, 109 F.3d 105, 111 (2<sup>nd</sup> Cir. 1997) (holding a court may rely upon affidavits and documents in calculating damages upon default), I find that the plaintiff has established damages in the following amounts:

☒ Principal damages, DE: 13, 13-4, 13-5, 14

Count 1: \$83,271.54

Basis: Uncompensated overtime, and liquidated damages for the same

Count 2: \$170,764.80

Basis: Lost wages resulting from plaintiff's termination

☐ Prejudgment interest: Plaintiff is not seeking prejudgment interest.

☐ Attorneys' Fees: Plaintiff is not seeking attorneys' fees

☒ Costs, DE: 13, 13-6 \$502.00<sup>5</sup>

1. Filing Fee: \$402

2. Process Server Fee: \$100

**TOTAL** \$254,538.34

## ***Conclusion***

For the foregoing reasons, the undersigned grants plaintiffs' motion, and awards damages in a manner consistent with this opinion.

**SO ORDERED**

\_\_\_\_\_  
Gary R. Brown, United States District Judge

\_\_\_\_\_  
Date

<sup>5</sup> *Alland v. Consumers Credit Corp.*, 476 F.2d 951 (2<sup>nd</sup> Cir. 1973) ("costs" generally include such expenses as filing fees).